

## **Terms and Conditions**

### **Mgr. Marek Smejkal - Airporter Prague.**

These are the Terms and Conditions of Mgr. Marek Smejkal – Airporter Prague., with registered office at Sámova 1180/17, Prague 1, Postal Code: 101 00, Company ID: 76033376.

A Customer who uses the services of Airporter Prague, with its registered office at Sámova 1180/17, Prague 1, Postal Code: 101 00, Company ID: 76033376, fully accepts these terms and conditions by signing the order or contract or placing an order online via website. Confirming an order declares explicit consent to these terms and conditions to which the order or shipping contract refers. A Customer who disagrees with these Terms and Conditions is not entitled to enter into any contract with the Company or to place an order through the Company's website.

Unless otherwise agreed, all transport services and mediation of these services are exclusively provided by registered taxi cars without a taximeter under Act No. 111/1994 Coll., On Road Transport, pursuant to Section 21 (4) on the basis of a prior written contract, and for multi-seat wagons with a capacity of over nine people, including the driver, as occasional passenger road transport.

These Terms and Conditions are processed in accordance with the relevant provisions of Act No. 89/2012 Coll. of the Civil Code.

#### **1. Basic terms**

1.1 **Airporter** – is the carrier or intermediary of the carriage of Mgr. Marek Smejkal Airporter Prague, with its registered office at Sámova 1180/17, Prague 1, Postal Code: 101 00, Company ID: 76033376, which provides or arranges transportation and other services based on these business conditions for the Customer.

1.2 **The Customer** – a person or a company that uses the Company's services on the basis of an order or contract, subject to these business terms and conditions.

1.3 **Terms and Conditions** – the conditions under which Airporter provides its transportation or brokering services to the Customer; the indispensable condition for using the services of Airporter is the expressed consent of the Customer in regard to these terms.

1.4 **The Service/Transportation** – the actual transport or brokering of Transportation, travel services, or other Customer services, performed or mediated by Airporter.

1.5 **The Driver** – the Driver is an employee or contractual driver with whom Mgr. Marek Smejkal Airporter Prague, arranges a transport service

#### **2. Guarantee of compensation; liability for damage**

2.1 Airporter is liable to the Customer for any damage or inconvenience in the event of Airporter or its employee directly or indirectly causing the damage. In case of mediation of the carriage of the Customer by another carrier, the carrier is liable for the damage caused by them performing the carriage and the Customer accepts their carriage service by boarding their vehicle.

2.2. The Customer takes into consideration that he has no liability claims in these events:

- ! There was a delay during the Transportation, whether initially during the arrival of the Customer, or in the actual course of transport, due to force majeure. Force majeure is defined as an intervention of a natural disaster, weather, weather conditions, a car accident not caused by Airporter's driver or a driver of an intermediary carrier, road congestion caused by road repairs or other communications, or delay caused by government or administrative intervention – police officers, etc.
- ! There has been a delay in Transportation due to the Customer or another ordering party (travel agent, hotel, tour operator, etc.), for example by not arriving at the agreed time at the agreed place.
- ! There has been damage done to the property of the Customer or to his health resulting from a traffic accident not caused by Airporter's driver or an intermediary carrier's driver, but by another driver, animal or person.
- ! There has been damage done to the property of the Customer or to his health or life due to any maneuver that the driver was forced to undertake during transport in order to prevent greater damage or consequences, such as the need for sudden braking due to the situation on the road, sharp detours and skidding, where, unless proved otherwise, such a maneuver is considered necessary, for instance, for avoiding a collision with an animal, man, or other vehicle on the road, etc.
- ! There has been damage done due to the obliviousness of the Customer or another ordering party (for example, forgetting to put baggage into the trunk or forgetting to unload it, loss of small items or cash during carriage, etc.).

2.3 In the event that there was damage caused to the Customer thanks to a pickup at a different time than the time stated on the order, the Customer is entitled to a contractual penalty that represents a flat-rate compensation up to a maximum of CZK 2,000. The damage caused must, however, be demonstrable and substantiated by the Customer, who has to file a Complaint in accordance with these Conditions.

2.4 By using Airporter's transport or by using transport mediation services, the Customer expressly declares that he finds the amount of a contractual fine of up to CZK 2,000 as a flat-rate compensation for damage caused by or in connection with the transport to be entirely sufficient, and agrees with this amount. In case of disagreement, the Customer is not entitled to use Airporter's services and Airporter is obliged to refuse to provide such services.

2.5 If the Customer intends to claim damages exceeding the amount of the contractual penalty of CZK 2,000, then he/she is obliged to insure him/herself in case of damage. This duty to get insurance against damage in the event of injury, has been fulfilled by the Customer on the basis of boarding, and the Customer takes full responsibility regarding the fulfilment of this obligation.

### **3. Determining the pick-up time of transport when departing from Prague**

3.1 However, the Customer or another ordering party expressly acknowledge that they are obliged to negotiate the time of departure of the Customer, i.e. the time of arrival of the carriage well in advance, **including the offset of at least 15 minutes**, to prevent delays to the carrier due to force majeure, bad traffic or road complications (accidents, traffic jams, and other traffic restrictions).

3.2 If the Customer or another ordering party do not respect the above stated limits and time reserves stated in their order when setting the time for boarding, and consequently have

damages caused to them because of it, they are not entitled to compensation for such damage by the Company.

#### **4. Waiting Time Charges (transfers within Prague/Airport)**

4.1 On all airport pick-ups, the maximum **free waiting time is 60 minutes**, starting from the flight landing time. Afterwards, 100CZK/4EUR per every starting 30min will apply. We will check the flight status before we enter the airport. There are **no additional charges for any flight delays**. If you plan on other arrangements such as refreshment, meeting, shopping, etc. in the terminal, or if your luggage has not arrived at all, please do keep us updated, and we will send the driver there for you later.

4.2 On all train/bus station pick-ups, the maximum **free waiting time is 20 minutes**, starting from the arrival time. Afterwards, 50CZK/2EUR per every starting 15min will apply. We will check the flight status before we enter the airport. There are **no additional charges for any flight delays**. If you have made other arrangements such as refreshment, meeting, shopping, etc. in the terminal, please do keep us updated, and we will send the driver there for you later.

4.2. Pickups from home, apartment, hotel, offices and other venues are allowed **15 minutes of free waiting time** from the actual booked time, thereafter 100CZK/4EUR will be added to the fare quoted.

#### **5. Additional Drop-offs and Pick-ups**

Additional drop-offs and pick-ups will be charged with a minimum fee of 150CZK/6EUR per diversion.

#### **6. Order methods**

6.1 We provide all services based on orders from the Customer or other ordering party (hotel, travel agency, excursionist, etc.). Orders can be placed online via our website, by e-mail, by phone, or by SMS. The agreement on the basis of which the provision of services to the Customer is realized arises on the basis of a binding order confirmation. The binding confirmation is a confirmation by SMS for phone and SMS order, and an e-mail confirmation for orders created through the web page and via e-mail. An acknowledgment of receipt of an order in the system is not considered binding unless it is confirmed by Airporter, where the Customer is at the same time advised that Airporter's services can only be used under these Business Terms.

6.2 An order confirmed by Airporter (or part of it) is considered binding for both parties unless the terms of the contract agreed at the time of confirmation are violated. In particular, the content of the order (exact specifications of the transport and the number of persons transported), the price of the transport, the method of payment, consent to the business conditions – in particular with the maximum amount of the contractual penalty and the limitation of the liability of Airporter for the damages caused, and the term of realization.

#### **7. Payment**

7.1 **In cash**

When paying a transfer or other service in cash, the driver or representative of Airporter accepts only Czech crowns (CZK) and Euros (EUR). Payments in cash in foreign currency are based on the current exchange rate of the Czech crown on the day of the pickup, determined by Airporter, not on the rate that was current on the day of booking.

## **7.2 By credit card**

If the Customer pays by a debit or credit card online, it is possible to make payments in the following currencies – CZK and EUR. If the Customer pays directly to the driver or Airporter representative, it is possible to make a payment only in CZK and only by cards whose logos are displayed on Airporter's website. If the Customer pays online in advance, the driver or a representative of Airporter is informed of the payment; it is not necessary to print a payment receipt.

## **7.3 Bank transfer**

Payment by bank transfer (by invoice) is only possible upon request or when Airporter has allowed this payment option exclusively in the case of the particular Customer. Airporter may require payment of an advance before the order is executed, otherwise it is entitled to cancel the order. Invoices can only be issued in the following currencies – CZK or EUR. For invoices issued to foreign Customers where the transport price is less than CZK 5,000, Airporter is entitled to charge a handling fee of CZK 200 for receiving a foreign payment.

## **8. Invoice; receipt of payment (advance)**

For payments made directly to the driver (by credit card or in cash), the driver will issue a receipt on the day of pickup to the Customer (usually a simplified tax document). For payments made online via Airporter's website, the Customer will be sent a receipt for the ordered service. The final tax invoice for the online deposit is issued by Airporter upon request. If the Customer pays for an invoice (bank transfer), the invoice is issued by the Airporter. If the document is issued directly by the contractual driver, the tax document may or may not include VAT, depending on whether or not the driver is a registered VAT payer. All listed prices are final.

## **9. Method of payment for the return journey**

If a reservation includes a return trip or a greater number of trips, the Customer may pay the total amount either at one time, or pay for each trip separately. The driver will issue a receipt / voucher to the Customer, stating the exact amount paid. If both journeys have been paid, the Customer will provide the driver with a return receipt / voucher on the return trip.

## **10. Advance payments**

For orders where pickup location is outside of Prague, Airporter may request a deposit to be paid in advance. Payments for trips and orders for larger groups must be paid at least 24 hours before the specified pickup time. In such cases, the Customer's company will be required to report the deposit and the possible method of payment. If the required deposit is not paid, Airporter has the right to cancel the order without a refund.

## **11. Change of reservation and cancellation conditions**

### **11.1 Usual transport (transfers)**

If a Customer wishes to change or cancel his reservation for any reason, he may do so by email or by telephone before leaving – at least 1 hour before the pickup time. If the Customer has already paid for the pickup and cancelled the ride in the required time, Airporter will return the money to him or the service will not be invoiced. If the Customer fails to cancel the service in a timely manner, the prepaid advance or the amount for the execution of the transport is considered to be the amount of the contractual penalty that compensates the Company with the damage caused by the late cancellation.

### **11.2 Transport with pickup point outside of Prague**

Changes and cancellations of transfers that have a designated pickup spot outside of Prague are subject to different cancellation conditions. Cancellations must be made at least 24 hours before the scheduled pickup time, otherwise Airporter will charge a 100% cancellation fee as a flat-rate compensation in the form of a contractual penalty paid by the Customer. The reason for applying a 100% cancellation (contractual penalty) is to cover all the costs of the ordered and non-shipped transportation from Airporter.

### **11.3 Excursions, tours and other services**

Cancellations must be made at least two hours in advance of the scheduled trip, otherwise Airporter will charge a 100% cancellation fee (contractual penalty, as a flat-rate compensation for late cancellation). For larger groups or reservations where a deposit is required, cancellations must be made at least 24 hours prior to commencement, otherwise Airporter will charge a 100% cancellation fee as a flat-rate compensation in the form of a contractual penalty paid by the Customer. The reason for the 100% cancellation fee is to cover all the costs of the already ordered and non-commissioned service on behalf of Airporter.

## **12. Refunds**

If the Customer cancels a prepaid online service and is entitled to a refund, the money will be automatically returned to the card (or account) that was used to pay the order. Otherwise, any refund claims must be submitted within 30 days in writing or by e-mail, to the address or email address of Airporter. Upon expiry of this period, the Customer no longer has any claim for a refund (compensation).

## **13. Compensation, maximum contractual penalty**

Claims for damages must be submitted within 30 days in writing or by e-mail, to the address or email address of Airporter. Upon expiry of this period, the Customer no longer has the right to claim compensation or any related claim for damages, with respect to the application of the contractual penalty. Any Customer complaint will, however, be properly investigated. Compensation for damage / inconvenience is limited to a maximum amount equal to the transport price per reservation, but not exceeding CZK 2,000 – a maximum contractual penalty. Damages are totally exempt in instances when, for logistical reasons, a replacement wagon of the same type or the same wagon is provided in another color and the situation where the damage occurs due to events that the service provider cannot influence, such as natural disasters.

## **14. Complaints and the application of the contractual penalty**

14.1 In case of any problems, the Customer needs to follow this complaint handling procedure. If a Customer desires to claim damages, he must immediately inform Airporter

about the problem. If the Customer cannot find his driver or has any other problem with a particular ordered service, he contacts Airporter immediately via telephone. If the problem is not resolved immediately or to the extent that is required, the Customer will communicate this fact to Airporter by email or in writing and will give details of the complaint. The complaint will then be investigated as soon as possible, usually within a few days.

14.2 All necessary contacts regarding Airporter for the purpose of filing a complaint or claiming a contractual penalty/compensation shall be found by Airporter on the order or the contract of carriage, or these contacts will be found in a visible place in the car, or the contact will be provided by the respective driver of the car to which Airporter is transported.

## **15. Obligations of the Customer**

15.1 The Customer is obliged to behave at the time of transport in accordance with the driver's instructions and in particular to observe the safety regulations of the valid carriage. The Customer acknowledges that he has been advised of all circumstances, including safety regulations, prior to transport. The Customer also undertakes not to damage the carrier and transport vehicle in any way, to preserve its cleanliness, not to damage the property of other transported persons and not to cause trouble in any way during the transport. In the event of a breach of these obligations, the Customer is aware of the liability for the damage caused by Airporter or the ordered Transporter or third parties by their actions.

15.2 The Customer is also obliged to board the vehicle at the agreed time of arrival, except when he finds out that he cannot board it for a valid reason (stated above).

## **16. Validity of these Terms and Conditions**

These Terms and Conditions are valid for an indefinite period starting from September 30, 2016. In the event of changes to these Terms and Conditions, which are reserved by the Company, the Customer is considered to be bound by the Terms and Conditions in the version valid at the time the contract was signed, or the valid order was sent or placed.